



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

March 29, 2011

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVE COOPERATIVE AGREEMENT FOR  
CRENSHAW BOULEVARD FROM 45 FEET SOUTH OF  
ROSECRANS AVENUE TO REDONDO BEACH BOULEVARD, ET AL.  
ROADWAY IMPROVEMENT PROJECT  
AND ADOPT CONTRIBUTION OF HIGHWAYS-THROUGH-CITIES FUNDING  
AND REQUEST FOR JURISDICTION  
CITY OF LAWDALE-COUNTY OF LOS ANGELES  
UNINCORPORATED COMMUNITY OF EL CAMINO VILLAGE  
(SUPERVISORIAL DISTRICT 2)  
(4 VOTES)**

### **SUBJECT**

This action is to approve a cooperative agreement between the City of Lawndale and the County of Los Angeles to delegate responsibilities and finance the design and construction of the Crenshaw Boulevard from 45 feet south of Rosecrans Avenue to Redondo Beach Boulevard, et al., roadway improvement project within the unincorporated community of El Camino Village. Also to approve resolutions declaring Prairie Avenue from the Hawthorne City Boundary to Redondo Beach Boulevard, within the City of Lawndale, to be a part of the County System of Highways and authorize Highways-Through-Cities funding to the City of Lawndale.

### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the project to resurface and reconstruct Crenshaw Boulevard from 45 feet south of Rosecrans Avenue to Redondo Beach Boulevard, which is entirely within the County of Los Angeles unincorporated community of El Camino Village, and to resurface Prairie Avenue from the Hawthorne City Boundary southerly to Redondo Beach Boulevard, which is jurisdictionally shared between the City of Lawndale and the County of Los Angeles, is exempt from the California

Environmental Quality Act.

2. Approve and instruct the Mayor of your Board to sign the cooperative agreement between the City of Lawndale and the County of Los Angeles to delegate responsibilities and finance the design and construction of roadway improvements to Prairie Avenue from the Hawthorne City Boundary southerly to Redondo Beach Boulevard.
3. Adopt the resolution declaring Prairie Avenue from Hawthorne City Boundary to Redondo Beach Boulevard, within the City of Lawndale, to be a part of the County System of Highways.
4. Adopt Resolution No. 3911 finding that the pavement improvement project on Prairie Avenue from the Hawthorne City Boundary southerly to Redondo Beach Boulevard, within the City of Lawndale, is of general County interest and that County of Los Angeles aid in the form of Highways-Through-Cities funds shall be provided to the City of Lawndale to be expended in accordance with all applicable provisions of law relating to funds derived from the Highway Users Tax in the amount of \$225,000 from the Second Supervisorial District's Road Construction Program included in the Fiscal Year 2011-12 Road Fund Budget for preliminary engineering and construction engineering costs for the pavement project.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The County of Los Angeles (County) proposes to resurface and reconstruct Crenshaw Boulevard from 45 feet south of Rosecrans Avenue to Redondo Beach Boulevard, which is entirely within the geographical boundary of the unincorporated County area, and Prairie Avenue from the Hawthorne City Boundary southerly to Redondo Beach Boulevard, which is jurisdictionally shared between the City of Lawndale (City) and the County. Your Board's approval of the enclosed cooperative agreement is necessary for the delegation of responsibilities and the cooperative financing of the project.

Sections 1680-1683 of the California Streets and Highways Code provide that the board of supervisors of any county may, by a resolution adopted by four-fifths vote of its members, determine that certain types of road improvements are of general county interest and that county aid shall be extended therefore. County aid may be provided in the form of labor, equipment, and materials or as a direct payment to the city.

Section 1803 of the California Streets and Highways Code provides that the board of supervisors of any county may enter into contracts or agreements with the legislative body of any city for the purposes of more efficient construction or repair of streets and roads within the city. This proposal is also authorized and provided for by the provisions of Section 6500, et seq., of the Government Code.

Additionally, Board adoption of the enclosed resolution approves a County contribution of \$225,000 in Highways-Through-Cities funds to be applied towards the City's jurisdictional share of the project cost.

#### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). The residents of the City and unincorporated County community of El Camino Village who travel on these streets will benefit and their quality of life will be improved.

### **FISCAL IMPACT/FINANCING**

There is no impact to the County General Fund.

The total project cost is currently estimated to be \$3,023,800. County Proposition C Local Return funds will finance the County's jurisdictional share of \$2,282,200. The City's \$741,600 jurisdictional share will be financed by \$376,000 of City funds currently on deposit with the County, the County's \$225,000 contribution of Highways-Through-Cities funds, and an additional amount of \$140,600 of City funds to be deposited with the County following execution of this agreement. Funding for this project is included in the Second Supervisorial District's Road Construction Program in the Fiscal Year 2011-12 Road Fund and Proposition C Local Return Fund Budgets.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The enclosed resolution has been approved as to form by County Counsel.

The enclosed agreement, which has been approved as to form by County Counsel, provides for the County to perform the preliminary engineering for the improvements and administer the construction of the project, with the City and the County to finance their respective shares of the cost of the improvements.

### **ENVIRONMENTAL DOCUMENTATION**

Based on the scope of work, the proposed project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15301 (c) of the CEQA Guidelines and Classes 1 (x), 2, 14, and 22 of the Environmental Reporting Procedures and Guidelines adopted by your Board on November 17, 1987. These exemptions provide for the repair and maintenance of existing public facilities, including streets and highways.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There will be no impact on current County services or projects.

The Honorable Board of Supervisors  
3/29/2011  
Page 4

**CONCLUSION**

Please return one adopted copy of this letter and the copy marked CITY ORIGINAL of the agreement and resolutions to the Department of Public Works, Programs Development Division. The cooperative agreement and resolutions marked COUNTY ORIGINAL are for your files.

Respectfully submitted,

A handwritten signature in black ink that reads "Gail Farber". The script is cursive and fluid.

GAIL FARBER  
Director

GF:JTW:dg

Enclosures

c: Chief Executive Office (Rita Robinson)  
County Counsel  
Executive Office

## AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF LAWNDAL, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY) and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

## WITNESSETH

WHEREAS, Prairie Avenue is on the Highway Element of CITY'S General Plan and on COUNTY'S Highway Plan; and

WHEREAS, CITY and COUNTY propose to resurface Prairie Avenue from the Hawthorne City Boundary southerly to Redondo Beach Boulevard including the reconstruction of curbs, gutters, sidewalks, curb ramps, and bus pads (which work is hereinafter referred to as PROJECT); and

WHEREAS, PROJECT, which is collectively referred to as "Crenshaw Boulevard from 45 Feet South of Rosecrans Avenue to Redondo Beach Boulevard, Et Al.," includes work on Crenshaw Boulevard from 45 feet south of Rosecrans Avenue to Redondo Beach Boulevard; and

WHEREAS, PROJECT is within the geographical boundaries of both CITY and unincorporated area of COUNTY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, COUNTY is willing to perform the preliminary engineering, construction inspection and engineering, materials testing, construction survey, and contract administration for PROJECT; and

WHEREAS, COST OF PROJECT is currently estimated to be Three Million Twenty-three Thousand Eight Hundred and 00/100 Dollars (\$3,023,800.00) with COUNTY'S jurisdictional share being Two Million Two Hundred Eighty-two Thousand Two Hundred and 00/100 Dollars (\$2,282,200.00) and CITY'S jurisdictional share being Seven Hundred Forty-one Thousand Six Hundred and 00/100 Dollars (\$741,600.00); and

WHEREAS, COUNTY is willing to finance its share of COST OF PROJECT for those portions of PROJECT within COUNTY JURISDICTION (as defined herein); and

WHEREAS, COUNTY is willing to contribute Highway-Through-City (HTC) funds in the fixed amount of Two Hundred Twenty-five Thousand and 00/100 Dollars (\$225,000.00) toward CITY'S share of COST OF PROJECT; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 1680-1685 of the California Streets and Highways Code, upon COUNTY's adoption of a resolution adopted by a four-fifths vote of its members.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) DEFINITIONS:

- a. The term JURISDICTION, as referred to in this AGREEMENT, shall be defined as the area within the geographical boundary of each governmental entity mentioned in this AGREEMENT.
- b. The COST OF PROJECT, as referred to in this AGREEMENT, shall include the COST OF PRELIMINARY ENGINEERING, COST OF CONSTRUCTION CONTRACT, contract administration, construction inspection and engineering, materials testing, construction survey, utility relocation, traffic detour, final signing and striping, and all other work necessary to construct PROJECT in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- c. The COST OF PRELIMINARY ENGINEERING, as referred to above, shall include the costs of environmental documentation; design survey; traffic index and geometric investigation; soil testing; right-of-way acquisition and certification; preparation of plans, specifications, and cost estimates; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- d. The COST OF CONSTRUCTION CONTRACT, as referred to above, shall include the total of payments to the construction contractor(s) for PROJECT and the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT.

(2) CITY AGREES:

- a. To finance CITY'S share of COST OF PROJECT, less COUNTY'S fixed contribution of HTC funds in the amount of Two Hundred Twenty-five Thousand and 00/100 Dollars (\$225,000.00), less CITY's previous deposit of Three Hundred Seventy-six Thousand and 00/100 Dollars (\$376,000.00)

pursuant to paragraph (4) a. below, the actual amount of which is to be determined by a final accounting of PROJECT costs.

- b. To deposit with COUNTY, following the execution of this AGREEMENT and upon demand by COUNTY, sufficient funds currently estimated to be One Hundred Forty Thousand Six Hundred and 00/100 Dollars (\$140,600.00) to finance CITY'S remaining share of COST OF PROJECT, in excess of COUNTY'S contribution and CITY'S previous cash deposit. Said demand will consist of a billing invoice prepared by COUNTY.
- c. To grant to COUNTY, at no cost to COUNTY, any temporary right of way that CITY owns or has an easement for that is necessary for the construction of PROJECT.
- d. Upon approval of construction plans for PROJECT, to issue COUNTY a no-fee permit(s) authorizing COUNTY to construct those portions of PROJECT within CITY highway right of way.
- e. To cooperate with COUNTY in conducting negotiations with, and where appropriate, issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT. CITY will take all necessary steps to grant, transfer, or assign all prior rights over utility companies and owners of substructure and overhead facilities when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.
- f. To appoint COUNTY as CITY'S attorney-in-fact for the purpose of representing CITY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract and in all things necessary and proper to complete PROJECT.
- g. Upon completion of PROJECT, to maintain in good condition and at CITY'S expense all improvements constructed as part of PROJECT within CITY'S JURISDICTION.
- h. To review any change orders for PROJECT within CITY'S JURISDICTION and provide written approval or other response within twenty (20) calendar days of presentation by COUNTY. CITY'S approval may only be withheld for good reason and in good faith. If CITY'S response is not received within said twenty (20) calendar days, COUNTY may proceed with change orders.

CITY shall review and approve documents in an expeditious manner so as not to cause any impact on the progress and schedule of PROJECT.

(3) COUNTY AGREES:

- a. To perform or cause to perform the preliminary engineering, construction inspection and engineering, materials testing, construction survey, contract administration, and all other work necessary to complete PROJECT.
- b. To contribute HTC funds in the fixed amount of Two Hundred Twenty-five Thousand and 00/100 Dollars (\$225,000.00) toward CITY'S share of COST OF PROJECT.
- c. To finance COUNTY'S share of COST OF PROJECT pursuant to paragraph (4) a. below, the amount of which is to be determined by a final accounting of PROJECT costs.
- d. To obtain CITY'S approval of plans for PROJECT prior to advertising for construction bids.
- e. To advertise PROJECT for construction bids, to award and administer the construction contract, to do all things necessary and proper to complete PROJECT, and to act on behalf of CITY in all negotiations pertaining thereto.
- f. To furnish CITY, within one hundred twenty (120) calendar days after final payment to contractor, a final accounting of the actual COST OF PROJECT, including an itemization of actual unit costs and actual quantities for COST OF PROJECT.
- g. Upon completion of PROJECT, to maintain in good condition and at COUNTY expense all improvements constructed as part of PROJECT within COUNTY'S JURISDICTION.
- h. To provide all change of work requests for PROJECT within CITY'S JURISDICTION to CITY in a timely manner. If CITY'S response is not received within twenty (20) calendar days, COUNTY may proceed with change orders.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. The final accounting of the actual total COST OF PROJECT shall allocate said total cost between CITY and COUNTY based on the location of the improvements and/or work done. Thus, the cost of all work or improvements (including all engineering, administration, and all other costs incidental to any such work or improvement), located within CITY'S JURISDICTION, shall



constitute CITY'S share of COST OF PROJECT. The cost of all work or improvements (including all engineering, administration, and all other costs incidental to any such work or improvement) located within COUNTY'S JURISDICTION, shall constitute COUNTY'S share of COST OF PROJECT.

- b. That if CITY'S payment, as set forth in paragraph (2) b., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY prior to award of PROJECT, COUNTY may delay the award of PROJECT pending the receipt of CITY'S payment.
- c. That if CITY'S share of COST OF PROJECT, based upon the final accounting, exceeds CITY'S payment as set forth in paragraph (2) b., above, COUNTY shall make a demand for the additional amount and CITY shall either pay to COUNTY the additional amount or if CITY disputes the additional amount demanded, follow the procedure set forth in subparagraph (f) for dealing with discrepancies. Said demand will consist of a billing invoice prepared by COUNTY. Conversely, if the required CITY funds are less than said payment, COUNTY shall refund the difference to CITY within sixty (60) calendar days after completion of final accounting of the actual total COST OF PROJECT.
- d. That if CITY'S final payment, as set forth in paragraph (4) c., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY and delivered to CITY, within sixty (60) calendar days after the date of delivery to CITY of said invoice, COUNTY is entitled to recover interest thereon beginning sixty (60) calendar days from the date of the invoice at the rate of interest specified in the General Services Agreement executed by the parties to the AGREEMENT currently in effect.
- e. That if CITY'S final payment, as set forth in paragraph (4) c., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY and delivered to CITY, within sixty (60) calendar days after the date of delivery to CITY of said invoice, notwithstanding the provisions of Government Code, Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with COUNTY after giving notice to CITY of COUNTY'S intention to do so.
- f. CITY shall review the final accounting invoice for COST OF PROJECT prepared by COUNTY and delivered to CITY and report to COUNTY in writing any discrepancies within sixty (60) calendar days after the date of delivery of said invoice. Undisputed charges shall be deducted from CITY'S deposit. COUNTY shall review all disputed charges and submit a written justification to CITY detailing the basis for those charges within sixty (60) calendar days of receipt of CITY'S written report. CITY must submit justification to COUNTY for nonpayment within sixty (60) calendar days after the date of COUNTY'S written justification. If not, previously disputed

charges shall then be deducted from CITY'S deposit and any remaining deposit shall be refunded to CITY within sixty (60) calendar days.

- g. COUNTY at any time may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds if applicable. CITY shall be notified of such changes by invoice prepared by COUNTY and delivered to CITY.
- h. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractors or any other person in charge of construction shall prevail and be final.
- i. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works or their delegates.
- j. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Ms. Marlene Miyoshi  
Director of Public Works  
City of Lawndale  
14717 Burin Avenue  
Lawndale, CA 90260

COUNTY: Ms. Gail Farber  
Director of Public Works  
County of Los Angeles  
Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

- k. Other than as provided below, neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection

with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.

- l. Neither COUNTY nor any officer or employee of COUNTY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the CITY's geographical limits, including liability under the Comprehensive Environmental, Response, Compensation and Liability Act of 1980 (CERCLA) and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any such damage, liability, or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e), of the amended CERCLA, and California Health and Safety Code Section 25364.
- m. Other than as provided below, neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.
- n. Neither CITY nor any officer or employee of CITY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the COUNTY's geographical limits, including liability under the Comprehensive Environmental, Response, Compensation and Liability Act of 1980 (CERCLA) and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend and hold CITY harmless from any such damage, liability or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e), of the amended CERCLA, and California Health and Safety Code Section 25364.



IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF LAWNSDALE on \_\_\_\_\_, 2011, and by the COUNTY OF LOS ANGELES on \_\_\_\_\_, 2011.

COUNTY OF LOS ANGELES

ATTEST:

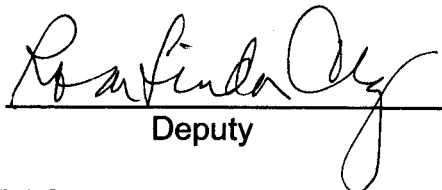
By \_\_\_\_\_  
Mayor, County of Los Angeles

SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles


By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

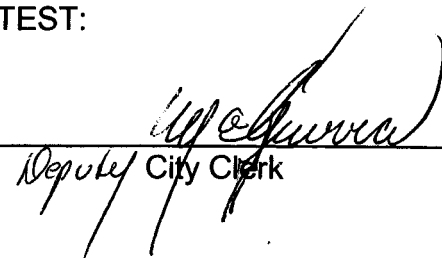
ANDREA SHERIDAN ORDIN  
County Counsel

By   
Deputy

CITY OF LAWNSDALE

By   
Mayor -

ATTEST:

By   
Deputy City Clerk

APPROVED AS TO FORM:

By   
City Attorney

**RESOLUTION NO. 3911 DIRECTING DISTRIBUTION  
OF HIGHWAYS-THROUGH-CITIES FUNDS TO THE CITY OF LAWNDALE**

IT IS RESOLVED that the proposed pavement improvement of Prairie Avenue from the Hawthorne City Boundary southerly to Redondo Beach Boulevard, in the City of Lawndale, is of general County interest and that County aid in the amount of \$225,000 shall be provided for this purpose, from the Road Fund, to be expended in accordance with all applicable provisions of law relating to funds derived from the Highway Users Tax.

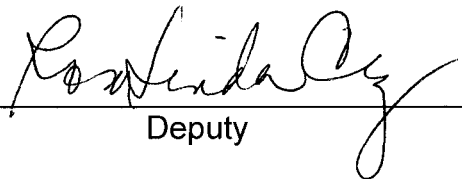
The foregoing Resolution was adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by the Board of Supervisors of the County of Los Angeles and ex-officio of the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts.

SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN  
County Counsel

By   
Deputy

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**RESOLUTION DECLARING PRAIRIE AVENUE FROM HAWTHORNE CITY  
BOUNDARY TO REDONDO BEACH BOULEVARD, WITHIN THE CITY OF  
LAWNDALE, TO BE A PART OF THE COUNTY SYSTEM OF HIGHWAYS**

WHEREAS, by reason of its location and travel thereon, Prairie Avenue from the Hawthorne City Boundary southerly to Redondo Beach Boulevard, within the City of Lawndale, in the County of Los Angeles, State of California, should be a part of the County System of Highways for the limited purpose of performing roadway resurfacing and other roadway improvements.

WHEREAS, it is the purpose of the Board of Supervisors of said County to cause construction of the above-stated improvements and perform appurtenant work thereon provided the consent of the governing body of the City shall first be given by means of adopting the enclosed resolution by the City Council of the City of Lawndale, California, consenting to the establishment of Prairie Avenue from the Hawthorne City Boundary southerly to Redondo Beach Boulevard, within said City, as part of the County System of Highways;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Los Angeles, State of California, that Prairie Avenue from the Hawthorne City Boundary southerly to Redondo Beach Boulevard, within the City of Lawndale, is hereby declared to be a part of the System of Highways of said County as provided in Sections 1700 and 1702 inclusive of the Streets and Highways Code of the State of California for the purpose of authorizing construction of the aforementioned work.

BE IT FURTHER RESOLVED, by the Board of Supervisors of the County of Los Angeles, State of California, that the County agrees:

- a) That the County of Los Angeles shall not be responsible for any damage or liability occurring by reason of any roadway condition on the aforementioned street, within the City of Lawndale, existing prior to the start of roadway construction by the County or following the completion and field acceptance of said construction.
- b) That the work to be performed by the County shall not include roadway maintenance activities on Prairie Avenue from the Hawthorne City Boundary southerly to Redondo Beach Boulevard, within the City of Lawndale, prior to the start of roadway construction by the County or following the completion and field acceptance of said construction.
- c) That the County of Los Angeles authorizes the Director of Public Works or her designee to assign to the City of Lawndale all of its right, title, and interest in any unlapsed portion of the one-year warranty granted to the County by the construction contractor performing the Road Work. This

assignment is effective following completion of construction of the Road Work and upon field acceptance of said construction by the County.

The foregoing resolution was adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by the Board of Supervisors of the County of Los Angeles and ex-officio of the governing body of all other special assessments and taxing districts, agencies, and authorities for which said Board so acts.

SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN  
County Counsel

By Carole Suzuki  
Deputy

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**RESOLUTION NO. CC-1102-016**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF LAWNSDALE, CALIFORNIA  
CONSENTING TO THE DESIGNATION OF PRAIRIE AVENUE  
FROM THE BOUNDARY WITH THE CITY OF HAWTHORNE  
SOUTHERLY TO REDONDO BEACH BOULEVARD, WITHIN THE CITY,  
AS PART OF THE COUNTY SYSTEM OF HIGHWAYS**

WHEREAS, said Board of Supervisors of the County of Los Angeles ("County") has requested that the City of Lawnsdale ("City") consent to allow the County to perform resurfacing and reconstruction on Prairie Avenue from the City of Hawthorne boundary southerly to Redondo Beach Boulevard, which work is hereinafter referred to as the "Road Work;" and

WHEREAS, the County's Board of Supervisors has adopted a resolution adopted by no less than a four-fifths vote of its members, to declare Prairie Avenue from the City of Hawthorne boundary southerly to Redondo Beach Boulevard to be a county highway; and

WHEREAS, the County will not perform the work required of the Road Work within the City until the City Council has consented to the inclusion of the above-referenced portion of Prairie Avenue into the County system of highways for the purposes of maintenance, improvement, and repair.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAWNSDALE, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Consent to Inclusion in the County Highway System - The City Council does hereby consent to the inclusion of Prairie Avenue from the City of Hawthorne boundary southerly to Redondo Beach Boulevard as part of the System of Highways of the County of Los Angeles as provided in the Sections 1700 to 1704 inclusive of the Streets and Highways Code of the State of California, for the limited purpose of performing roadway resurfacing and other roadway improvements along this segment of roadway.

SECTION 2. Indemnification - That the City of Lawnsdale shall fully indemnify, defend, and hold the County of Los Angeles harmless in connection with any and all claims, liability, injury (as defined by Government Code Section 810.8) or damage relating to the project that is not caused by County's Road Work.

SECTION 3. Roadway Maintenance - The City will remain the owner of Prairie Avenue from the City of Hawthorne boundary southerly to Redondo Beach Boulevard, and remain responsible for all roadway maintenance activities on this section of roadway prior to the start of construction by the County and following the completion and field acceptance of said construction. Following completion of construction and County's field acceptance of the Road Work, the City accepts ownership and full responsibility for all roadway maintenance of this portion of roadway.

SECTION 4. Environmental Documentation - The City hereby consents to the adoption and concurs with the environmental findings pursuant to the California Environmental Quality Act Section 15301, Class 1 (c) that have been adopted by the County in connection with the Road Work.

SECTION 5. Warranty for Road Work - The County will assign to the City all of its right, title, and interest to any unexpired portion of a one-year warranty granted to the County by the construction contractor performing the Road Work following completion of construction of the Road Work and field acceptance of said construction by County. The City agrees to accept said assignment as its sole remedy against the County in connection with defects relating to said Road Work.

SECTION 6. Certify Adoption - The City Clerk of the City shall certify to the adoption of this resolution and shall forward a certified copy of the resolution to the County's Director of Public Works for processing.

PASSED, APPROVED AND ADOPTED this 22nd day of February, 2011.

*R. Pullen-Miles*  
for Harold E. Hofmann, Mayor

ATTEST:

State of California )  
County of Los Angeles ) SS  
City of Lawndale )

I, Paula Hartwill, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-1102-016 at a regular meeting of said Council held on the 22nd day of February, 2011, by the following roll call vote:

AYES: Pullen-Miles, Rudolph, Osborne, Kearney  
NOES: None  
ABSENT: Hofmann  
ABSTAIN: None

*Paula Hartwill*  
Paula Hartwill, City Clerk

APPROVED AS TO FORM:

I, *Maria R. Guerra* Deputy  
the City of Lawndale, California do hereby certify that the  
attached is a full, true and correct copy of the original document  
currently on file in my office.

Dated this *28th* day of *February, 2011*

By *Maria R. Guerra*  
Deputy City Clerk of the City of Lawndale, California

*Tiffany J. Israel*  
Tiffany J. Israel, City Attorney

**RESOLUTION NO. CC-1102-017**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF LAWNSDALE, CALIFORNIA  
REQUESTING AN ALLOCATION AND PAYMENT OF  
COUNTY HIGHWAYS-THROUGH-CITIES FUNDS IN CONNECTION WITH  
THE PRAIRIE AVENUE RESURFACING PROJECT**

WHEREAS, the County of Los Angeles ("County") and the City of Lawnsdale ("City") are proposing to resurface Prairie Avenue from the City of Hawthorne boundary southerly to Redondo Beach Boulevard ("Road Work"), which area is jurisdictionally shared between the County and City; and

WHEREAS, Prairie Avenue is identified on the Circulation Element of the City's General Plan and on the County's Highway Plan; and

WHEREAS, the Road Work is of general interest to the City and the County; and

WHEREAS, under the Highways-Through-Cities program, the County provides financial assistance from the County Road Fund to cities for the improvement of highways which provide regional benefits as provided for in Sections 1680-1683 of the California Streets and Highways Code; and

WHEREAS, the City is requesting that the County provide assistance to the City under the Highways-Through-Cities program in the amount of \$225,000 (the "Funds") to finance a portion of the total cost of the Road Work, which total is estimated to be \$3,023,800; and

WHEREAS, as a condition to providing the Funds, the County requires the City to adopt a resolution requesting an allocation and payment of Highways-Through-Cities funds in connection with the Road Work.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAWNSDALE, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council consents to the adoption and concurs with the environmental findings pursuant to the California Environmental Quality Act Section 15301, Class 1 (c) that have been adopted by the County in connection with the Road Work.

SECTION 2. To accept the Funds from the County on behalf of the City in the amount of \$225,000.

SECTION 3. The City Council does hereby find that it is necessary for the efficient maintenance, construction, and repair of Prairie Avenue from the City of Hawthorne boundary southerly to Redondo Beach Boulevard to enter into the cooperative agreement with the County for the

Road Work, a copy of which agreement is attached hereto as Exhibit "A," and incorporated herein by this reference.

SECTION 4. The City Clerk of the City shall certify to the adoption of this resolution and shall forward a certified copy of the resolution to the County's Director of Public Works.

PASSED, APPROVED AND ADOPTED this 22nd day of February, 2011.

*R. Pullen-Miles*  
for Harold E. Hofmann, Mayor

ATTEST:

State of California                    )  
County of Los Angeles            )     SS  
City of Lawndale                    )

I, Paula Hartwill, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-1102-017 at a regular meeting of said Council held on the 22nd day of February, 2011, by the following roll call vote:

AYES:           Pullen-Miles, Rudolph, Osborne, Kearney  
NOES:           None  
ABSENT:        Hofmann  
ABSTAIN:       None

*Paula Hartwill*  
\_\_\_\_\_  
Paula Hartwill, City Clerk

APPROVED AS TO FORM:

*Tiffany J. Israel*  
\_\_\_\_\_  
Tiffany J. Israel, City Attorney

I, *Maria R. Guerra* *Deputy*  
\_\_\_\_\_, City Clerk of  
the City of Lawndale, California, do hereby certify that the  
attached is a full, true and correct copy of the original document  
currently on file in my office.  
Dated this *28th* day of *February, 2011*  
By *Maria R. Guerra*  
\_\_\_\_\_, City Clerk of the City of Lawndale, California